

Stephen D. Beckman
to
Robert Nesbit

Deed dated April 16-1835

consideration \$391.65 conveyed in fee

East half of lot No 3. - North half of lot No 4.
& lots Nos 7 & 8 Bangs's Patent - -

In 1833 Doct^r Beckman contracted to sell the above lots to
David Tallman who has since died - he made his will as
appears by a letter from his son William M Tallman in possession
of Genl Tallmadsge and devised all his estate to his wife, William
M Tallman his son & to his two other sons - except a small pecuniary
legacy to his daughter

Wm M Tallman

George C Tallman

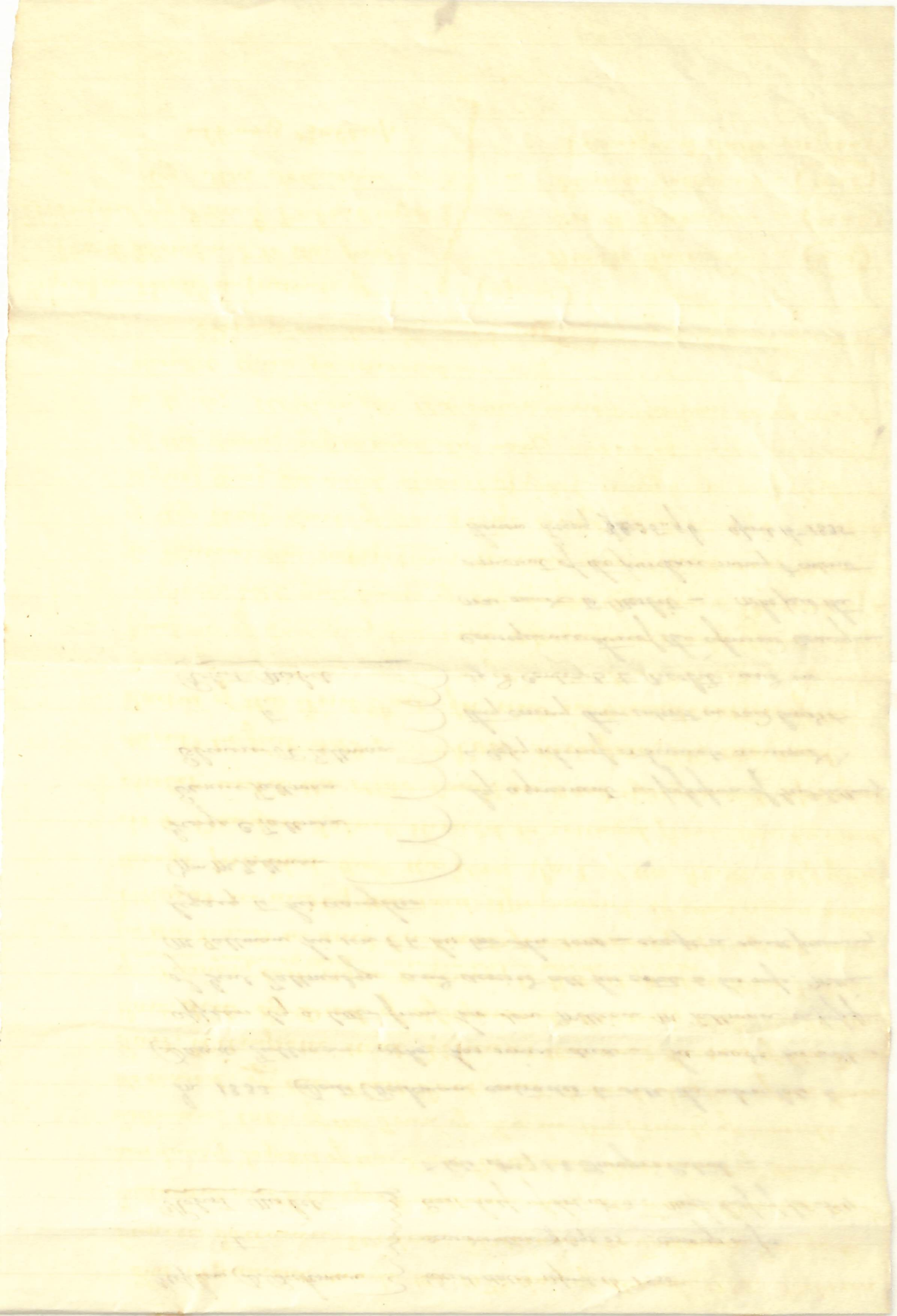
Ebenezer Tallman

Ebenezer R Tallman

to

Robert Nesbit

by agreement in possession of Genl Tallmadsge
a Copy whereof is herewith annexed
they convey their interest in said lands &
said Contracts to Nesbit and in
consequence thereof the aforesaid conveyance
was made to Nesbit - who paid the
amount of the purchase money & interest
thereon being \$425.96 April 16-1835



This Agreement made the 14th day of March, 1835. Between Eunice Tallman, Widow; William M Tallman, George C Tallman, and Ebenezer R Tallman heirs at Law, Devises, and Residuary Legatees of the Last Will and Testament of David Tallman, late of the Town of Lee in the County of Oneida, deceased, of the First Part; and Robert Nisbet of the Second Part, Witnesseth that Whereas the said Parties of the First Part, did by Deed of Assignment bearing date the 21st day of February last, Agree to Convey to Robert Nisbet their Interest ^{in certain contracts therein mentioned, and also their Interest} in the Lands in said Contracts particularly specified; and Whereas in and by the said Assignment, it was among other things provided that the West Part of the North half of Lot No 4 Baugers Patent should be reserved from Sale by said Nisbet until the other lands in said Assignment specified should be first sold. Now Therefore, We the said Parties of the First Part, for and in consideration of the sum of one dollar to each of us in hand paid, and for the purpose of carrying the said Assignment into effect in other respects, Do, and Each of us doth, by These Presents agree to Waive the restrictions therein mentioned as to the sale of the West Part of the North half of Lot No. 4, and do agree that the said Robert Nisbet may sell and dispose of the same whenever he may deem it most advisable so to do; Although the other lands therein mentioned should then be unsold -

Witness our hands and seals the day and year aforesaid

Signed and Sealed in presence of	3	(signed)	
Wm L Howland to the first:	1	-	Wm M Tallman - (seal)
Witnessed by John F Rudenburg	3	-	Geo. C Tallman - (seal)
" by Asa Johnson	3	-	Eunice Tallman - (seal)
Mary Gallup.			Ebenezer R Tallman (seal)

[The page contains extremely faint, illegible handwriting, likely bleed-through from the reverse side. The text is organized into several paragraphs and includes a list of items in the upper right corner.]

[Faint list of items in the upper right corner:]

- (1) ...
- (2) ...
- (3) ...
- (4) ...

[The remainder of the page consists of several paragraphs of text, which are too faint to transcribe accurately.]

This Agreement made the 21st day of February A.D. 1835,
Between Eunice Tallman Widow; William M Tallman, George,
C Tallman, and Ebenezer R Tallman, heirs at Law and Devises
and Residuary Legatees of the Last Will and Testament of
David Tallman late of the Town of Lee in the County of Oneida
Deceased, of the First Part, and Robert Nisbet of Lee aforesaid
of the Second Part, Witnesseth that Whereas the said David
Tallman did, while living, agree with the heirs of George Clinton
to purchase of them the East Half of Lot No 3 Bangers
Patent, the North half of Lot No 4 said Patent and Lots Nos
7 & 8, said Patent for the price or sum of \$5.43 per acre, which said
Lots and parts of Lots were estimated to contain 288 1/2 acres:
on which said Contracts the said David Tallman had paid
the sum of \$410.00, leaving to be paid on said Contracts the
sum of \$1194.94 cents with Interest. And Whereas the said
David Tallman, did, by an Instrument, Dated the 28th
September A.D. 1833, agree to convey to the said Robert Nisbet
the East part of said North Half of Lot No 4, on which said
last mentioned contract there remains to be paid the sum
of \$159.30 with Interest from said 28th September A.D. 1833.
and Whereas the said Robert Nisbet did on the said 28th day
of September A.D. 1833, agree to give a durable Lease to the
said David ~~Tallman~~ of the North part of Lot Letter H Pon-
da's Patent, on which said last mentioned contract there
remains to be paid to said Nisbet the sum of \$400. with Interest
from the 1st January A.D. 1834. And Whereas the said David
Tallman was at the time of his death, Indebted to Robert Nis-
bet the sum of \$250. for Goods, Wares &c had at their
Store, and Whereas the said Wm M Tallman one of the parties
of the First Part, did, on the 18th December A.D. 1834 pay to
Henry J Genet one of the heirs of George Clinton the sum of
\$80.19. out of his individual funds in full payment and
satisfaction of the balance due him on the Contract made
by his Father with the said David Tallman - Now
Therefore, We the said Parties of the First Part, for and in

Consideration of one Dollar to each of us in hand paid by the said party of the second part, and for the purpose of securing the payment of the money due from the said David Tallman to the said Robert Wisbet together with the amount due Robert Wisbet & Co, and in order to enable the said Robert Wisbet to pay the balance due to the heirs of George Clinton and to obtain a title to the Land first above described in his own name, Do, and Each of us Doth by these Present sell, Assign, Convey and Transfer unto the said Robert Wisbet all the right, title, and interest, which we or either of us may have, in or to the said Contracts with the heirs of George Clinton, and in or to the Land in said Contracts mentioned and first above described: Provided However and it is hereby understood that the said Robert Wisbet is to pay the said Wm M Tallman the said sum of \$80.19 by him paid to Henry J Genet as aforesaid, and that the said Wisbet is to sell the said Land after he obtains a title to the same for the highest price he can obtain for them, reserving the West part of the North half of said Lot No 4 until the $3\frac{1}{2}$ of Lot No 3 and Lots Nos 7 and 8 are sold for the reasons hereinafter mentioned; the said Wisbet is to retain out of the proceeds of such sales sufficient to pay and satisfy the debt due to him: the amount due to Robert Wisbet & Co, and also the money with the Interest thereon which he may have to advance in order to procure the title to said Land together with a reasonable compensation for his time and trouble in and about that business - It is further understood that, in case the sale of the West part of the North half of Lot No 4 should not be necessary for the payment of the monies above specified, then the said Robert Wisbet is to convey the same to the Legal Representatives of David Tallman to be held subject to the provisions of said Last Will and Testament; but if the sale of said West part should be necessary for the purposes aforesaid then the surplus

Monies arising from such sale, if any there be, is to be accounted for by said Nisbet with the Legal Representatives of the said David Tallman deceased: And it is further understood that the said Robert Nisbet is to retain the East part of said N. 1/2 of Lot No. 4. at the price or sum agreed upon between him and the said David Tallman during his life. Witnesses our hands and Seals the day first above written. (signed)

Signed & Sealed in Presence of

George C. Gambr

Witnessed the two first

Alex^r Harrison, Asa Johnson

Witness the two last

Wm M Tallman - (seal)

E R Tallman - (seal)

Eunice Tallman (seal)

Geo. C Tallman (seal)

On April 7 AD 1835 - Received of William M. Tallman the within assignment - and in consideration thereof I do hereby agree that in case I obtain the title to the lands therein mentioned, and attain the object contemplated by the said assignment then I am to comply with the terms and conditions therein particularly set forth - But in case I do not accomplish the object designed by said assignment, then, I am to return said assignment and all the matters therein mentioned are to be and remain the same as if no such assignment had ever been made.

Signed in presence of

Wm M. Tallman

(Signed)

Robert Nisbet.

Esmerice Tallman
Wm M Tallman
Geo. C Tallman
Ebenzer R Tallman

to

Robert Violet

Copy Deed of Assignment

to me as to convey
ance to R Violet -